

**SETTLEMENT AGREEMENT AND
FULL RELEASE OF CLAIMS**

1. This Settlement Agreement and General Release ("Agreement") is between Hilda Galvan, Releasor and the Espanola Public School District ("the District"), (together "Parties"), in the an appeal made by Hilda Galvan to an independent arbitrator pursuant to NMSA § 22-10A-25 from a school board determination of discharge.
2. This Agreement is effective on the date when signed below by the Parties. Copies of this Agreement are as good as the original. This Agreement may be executed in Counterparts.
3. The Parties warrant and represent that they have carefully and fully read this Agreement and that they have the authority and the legal capacity to enter into this Agreement, and that they know the contents hereof, and that they have signed the same of their own free act and deed. Each party signing in a representative capacity has taken all steps necessary to duly approve the making of this Agreement and warrants that no further approval is necessary and warrants that the making and performance of this Agreement will not violate any provision of law.
4. Ms. Galvan agrees to withdraw her appeal to an independent arbitrator pursuant to NMSA 22-10A-25. Her withdrawal is attached as Exhibit A.
5. Ms. Galvan further agrees to release the District, its officers, employees, agents, representatives, insurers, successors, attorneys and assigns, from all actions, causes of action, rights, suits, judgments, demands and claims of liability for loss of or damages of any kind associated with her employment with the District, including but not limited to, the manner in which Ms. Galvan was terminated from the District, including waiver of any and all rights associated with her employment with the District and specifically as those rights are set forth in NMSA 1978 §§ 22-10-24 and 22-10-25.

6. The District will remove from Ms. Galvan's personnel file all documents related to her termination including this agreement. All documents will be held in a separate file and will not be provided in response to any request for a copy of Ms. Galvan's personnel file without express written consent provided by Ms. Galvan, or as otherwise required by law.
7. The District will provide Ms. Galvan with a neutral reference letter, attached as Exhibit B.
8. The District agrees that the issue of progressive discipline, as it applies to non-certified employees of the District will be submitted to negotiations as a joint submission when the parties begin negotiations in the Spring 2016. The parties further agree that this will be the first issue negotiated by the parties.
9. Each Party to this Agreement shall bear its own costs and fees associated with this matter and any other dispute or proceeding related in any way to the facts of the appeal to arbitration. However, if an action of any sort is brought to enforce this Agreement, or if this Agreement is successfully raised as a defense or as the basis for an injunction in any proceeding, then the prevailing party is entitled to fees and costs associated with the proceeding.
10. The parties agree and acknowledge that this Agreement represents the entire agreement between the parties, that they have not relied on any representations that are not contained in this Agreement, and that the terms of the Agreement are contractual in nature. Each Party has reviewed this Agreement, consulted with counsel, understands this Agreement, and enters into it knowingly and voluntarily.
11. If any provision(s) of this Agreement are declared invalid for any reason by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

12. This Agreement was the product of mutual negotiation. The terms of this Agreement and all rights and obligations of the parties thereto including its enforcement shall be interpreted and governed by the laws of the State of New Mexico.
13. No provision of this Agreement may be modified, altered, waived, or discharged unless such modification, alteration, waiver, or discharge is agreed to in writing and signed by all Parties.
14. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

RELEASOR ACKNOWLEDGMENT

HILDA GALVAN HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT AND RELEASE, WHICH SETS FORTH THE ENTIRE AGREEMENT BETWEEN RELEASOR AND DISTRICT AND ACKNOWLEDGES THAT SHE HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENTS, WRITTEN OR ORAL, NOT SET FORTH IN THIS DOCUMENT.

Approved and Agreed to:

Hilda Galvan
Hilda Galvan, individually

4-21-16

Before me, the undersigned authority, on this day personally appeared Hilda Galvan, known to me to be the person whose name is subscribed to in the foregoing instrument, and acknowledges to me that she executed the same.

Given under my hand and seal of office this ____ day of April, 2016.

(SEAL)

Notary Public

My commission expires:

Signed in my presence.

Roxie DeSautage
Attorney for Hilda Galvan

April 18, 2016

Espanola Public Schools
714 Calle Don Diego
Espanola, NM 87532

Re: Withdrawal of Appeal to Arbitration

Dear Espanola Public Schools:

I am hereby withdrawing my request to appeal the School Boards termination decision to an arbitrator.

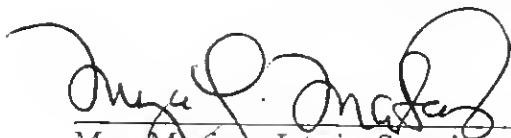
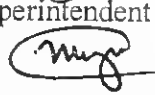
Sincerely,

Hilda Galvan

A handwritten signature in cursive script, appearing to read "Hilda Galvan", written in dark ink.

DISTRICT ACKNOWLEDGMENT

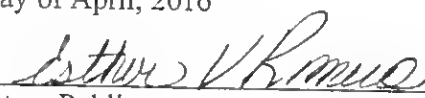
Approved and Agreed to by Espanola Public Schools:

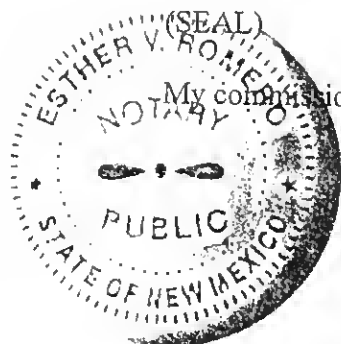

Myra Martinez, ~~Interim~~ Superintendent
Acting 

4/27/16
Date

Before me, the undersigned authority, on this day personally appeared Myra Martinez, known to me to be the person whose name is subscribed to in the foregoing instrument, and acknowledges to me that she executed the same.

Given under my hand and seal of office this 27th day of April, 2016


Notary Public



My commission expires:

2/7/19